

Exhibit N

State of California ex rel. Ven-A-Care of the Florida Keys, Inc.
v. Abbott Laboratories, Inc., et al., Master Civil Action No. 01-12257-PBS,
Subcategory Case No. 06-11337

Exhibit to the December 21, 2009 Declaration of Christopher C. Palermo in Support
of Defendants Mylan Inc. and Mylan Pharmaceuticals Inc.'s. Opposition to Plaintiffs' Motion for Partial Summary
Judgment

Krinke, Stephen B. - 30(b)(6)CONFIDENTIAL
Morgantown, WV

September 25, 2007

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UNITED STATES DISTRICT COURT

DISTRICT OF MASSACHUSETTS

C.A. NO. 03-11865 PBS

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THE COMMONWEALTH OF MASSACHUSETTS,	: CONFIDENTIAL
Plaintiff,	: VIDEOTAPED
v	: 30(B)(6)
MYLAN LABORATORIES, INC., BARR	: DEPOSITION OF
LABORATORIES, INC., DURAMED	: STEPHEN B.
PHARMACEUTICALS, INC., IVAX	: KRINKE
CORPORATION, WARRICK PHARMACEUTICALS:	
CORPORATION; WATSON PHARMACEUTICALS, :	SEPTEMBER 25,
INC., SCHEIN PHARMACEUTICALS, INC., :	2007
TEVA PHARMACEUTICALS USA, INC., PAR :	
PHARMACEUTICAL, INC., DEY, INC.,	: MORGANTOWN,
ETHEX CORPORATION, PUREPAC	: WEST VIRGINIA
PHARMACEUTICAL CO., and ROXANE	:
LABORATORIES, INC.,	:
Defendants	:

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<p style="text-align: right;">2</p> <p>1 APPEARANCES:</p> <p>2</p> <p>3 Attorneys for the Plaintiff</p> <p>4</p> <p>5 THE COMMONWEALTH OF MASSACHUSETTS</p> <p>6 Office of the Attorney General</p> <p>7 Medicaid Fraud Control Unit</p> <p>8 One Ashburton Place, RM 1813</p> <p>9 Boston, Massachusetts 02108-1598</p> <p>10 BY: PETER A.MULLIN</p> <p>11 Assistant Attorney General</p> <p>12 peter.mullin@ago.state.ma.us</p> <p>13</p> <p>14 -and-</p> <p>15</p> <p>16 ROBERT C. MOLVAR</p> <p>17 Assistant Attorney General</p> <p>18 robert.molvar@ago.state.ma.us</p> <p>19 (617) 727-2200</p> <p>20</p> <p>21</p> <p>22 (CONTINUED)</p>	<p style="text-align: right;">4</p> <p>1 INDEX</p> <p>2 WITNESS EXAMINATION BY PAGE</p> <p>3 Stephen B. Krinke Mr. Mullin..... 005</p> <p>4</p> <p>5 EXHIBITS</p> <p>6 NUMBER DESCRIPTION PAGE</p> <p>7 Exhibit Krinke 001, MAMylan006249 to 6252..... 078</p> <p>8 Exhibit Krinke 002, MAMylan006253 to 6256..... 103</p> <p>9 exhibit Krinke 003, MAMylan064027 to 4041..... 118</p> <p>10 Exhibit Krinke 004, MAMylan006286 to 6299..... 162</p> <p>11 Exhibit Krinke 005, MYLCA 000121 to 123..... 200</p> <p>12 Exhibit Krinke 006, MYLCA 000111 to 113..... 213</p> <p>13 Exhibit Krinke 007, MYLCA 000105 to 106..... 218</p> <p>14 Exhibit Krinke 008, MAMylan006275..... 266</p> <p>15 Exhibit Krinke 009, MAMylan006276 to 6279..... 278</p> <p>16 Exhibit Krinke 010, MAMylan036559 to 6564..... 289</p> <p>17 Exhibit Krinke 011, MAMylan006272 to 6274..... 293</p> <p>18 Exhibit Krinke 012, MAMylan006257 to 6258..... 302</p> <p>19 Exhibit Krinke 013, WiMylan011825..... 312</p> <p>20 Exhibit Krinke 014, MAMylan005344..... 329</p> <p>21</p> <p>22</p>
<p style="text-align: right;">3</p> <p>1 APPEARANCES: (CONTINUED)</p> <p>2</p> <p>3 Attorneys for the Defendant</p> <p>4 Mylan Laboratories, Inc.</p> <p>5 KELLEY DRYE & WARREN,</p> <p>6 101 Park Avenue,</p> <p>7 New York, New York 10178-0002</p> <p>8 BY: WILLIAM A. ESCOBAR</p> <p>9 wescobar@kelleydrye.com</p> <p>10</p> <p>11 -and-</p> <p>12</p> <p>13 BRIAN CUTHBERTSON, Esquire</p> <p>14 brian.cuthbertson@mylanlabs.com</p> <p>15</p> <p>16</p> <p>17 VIDEOGRAPHER: GREG DIEFENBAUGH</p> <p>18</p> <p>19</p> <p>20</p> <p>21</p> <p>22</p>	<p style="text-align: right;">5</p> <p>1 PROCEEDINGS</p> <p>2</p> <p>3 VIDEOGRAPHER: The time is now 9:23 and</p> <p>4 we're now on the record.</p> <p>5 Would counsel please introduce</p> <p>6 themselves and who they represent.</p> <p>7 MR. MULLIN: Good morning. Peter Mullin</p> <p>8 and Robert Molvar, Assistant Attorney Generals</p> <p>9 for the Commonwealth of Massachusetts.</p> <p>10 MR. ESCOBAR: William Escobar of Kelley</p> <p>11 Drye & Warren on behalf of Mylan.</p> <p>12 MR. CUTHBERTSON: Excuse me. Brian</p> <p>13 Cuthbertson, Mylan Laboratories.</p> <p>14 VIDEOGRAPHER: Would the Court Reporter</p> <p>15 please swear in the witness?</p> <p>16</p> <p>17 STEPHEN BERNARD KRINKE</p> <p>18 being first duly sworn, was examined and deposed</p> <p>19 as follows:</p> <p>20</p> <p>21 EXAMINATION</p> <p>22 BY MR. MULLIN:</p>

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<p style="text-align: right;">70</p> <p>1 brand new product releasing, it would need to be</p> <p>2 at least 10 percent below the brand to be a</p> <p>3 generic.</p> <p>4 Q. And if it's more than 10 percent,</p> <p>5 you'll still get generic designation; is that</p> <p>6 right?</p> <p>7 MR. ESCOBAR: Objection to the form.</p> <p>8 A. I don't know if you would or not. It</p> <p>9 would depend on how the databases characterize</p> <p>10 you.</p> <p>11 Q. If a generic manufacturer reported an</p> <p>12 AWP to the national reporting services that was</p> <p>13 15 percent below the branded product, can you</p> <p>14 think of any circumstance or reason why the</p> <p>15 product would not get generic designation?</p> <p>16 MR. ESCOBAR: Objection to the form.</p> <p>17 A. I would think it would be a possibility</p> <p>18 that it would not.</p> <p>19 Q. And on what basis or reason?</p> <p>20 MR. ESCOBAR: Objection to the form.</p> <p>21 A. Depending on the number of competitors</p> <p>22 you have and how the database decides to</p>	<p style="text-align: right;">72</p> <p>1 role in connection with establishing Mylan's AWP's</p> <p>2 in the course of your employment at the company -</p> <p>3 -</p> <p>4 MR. ESCOBAR: Objection.</p> <p>5 Q. -- correct?</p> <p>6 MR. ESCOBAR: Objection to the form.</p> <p>7 Mischaracterizes the testimony. You can answer.</p> <p>8 A. I was given an assignment to review</p> <p>9 existing Mylan products' AWP's.</p> <p>10 Q. Did you play any other role, other than</p> <p>11 this reviewing existing AWP's?</p> <p>12 MR. ESCOBAR: Objection to the form.</p> <p>13 A. Not that I recall.</p> <p>14 Q. Did you typically play any role in</p> <p>15 connection with the launch of new products with</p> <p>16 regard to the establishment of AWP's?</p> <p>17 MR. ESCOBAR: Objection to the form.</p> <p>18 A. Not with new products, no.</p> <p>19 Q. And the review, was it on one occasion</p> <p>20 or more than one occasion?</p> <p>21 A. I believe it was one occasion.</p> <p>22 Q. And what, if anything, did you do in</p>
<p style="text-align: right;">71</p> <p>1 characterize you, you are at the mercy of their</p> <p>2 designation of what you are, brand or generic.</p> <p>3 Q. And how would the number of competitors</p> <p>4 influence whether or not the brand designated you</p> <p>5 as a generic if you were 15 percent below the</p> <p>6 brand price, rather than 10 percent below the</p> <p>7 brand price?</p> <p>8 MR. ESCOBAR: Objection to the form.</p> <p>9 A. The database, First Databank as an</p> <p>10 example, has a formula unbeknownst to the</p> <p>11 manufacturers that takes into account many</p> <p>12 things, including the number of competitors and</p> <p>13 their prices and the brand, and they determine if</p> <p>14 you are a brand or a generic.</p> <p>15 Q. I think you said that you played a role</p> <p>16 in setting Mylan's AWP's for a period of time; is</p> <p>17 that right?</p> <p>18 MR. ESCOBAR: Objection to the form.</p> <p>19 Mischaracterizes the testimony.</p> <p>20 Q. Is that correct, sir?</p> <p>21 A. Please ask me again.</p> <p>22 Q. I think you said that you did play a</p>	<p style="text-align: right;">73</p> <p>1 connection with this review?</p> <p>2 A. I compared all Mylan products to</p> <p>3 Mylan's competitors and adjusted the AWP's as I</p> <p>4 thought necessary.</p> <p>5 Q. Okay.</p> <p>6 And how did you find the competitors'</p> <p>7 AWP's?</p> <p>8 A. By using one or two trade resources.</p> <p>9 Q. All right.</p> <p>10 Which ones?</p> <p>11 A. Price Alert and/or Red Book.</p> <p>12 Q. What's Price Alert?</p> <p>13 A. A price reporting service that provides</p> <p>14 the AWP for some products.</p> <p>15 Q. And who puts that out?</p> <p>16 A. I believe it was a publication of First</p> <p>17 Databank.</p> <p>18 Q. And what's Red Book?</p> <p>19 A. Red Book is the same type of service,</p> <p>20 reporting AWP's.</p> <p>21 Q. Does it cover some products that Price</p> <p>22 Alert didn't?</p>

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<p style="text-align: right;">126</p> <p>1 A. No.</p> <p>2 MR. ESCOBAR: Objection to the form.</p> <p>3 Q. In the course of your employment at</p> <p>4 Mylan, have you become aware that Mylan typically</p> <p>5 usually with regard to any new product will</p> <p>6 establish a price for wholesaler auto</p> <p>7 substitution plans?</p> <p>8 MR. ESCOBAR: Objection to the form.</p> <p>9 A. I'm not aware of a specific auto</p> <p>10 substitution price in the Mylan system of</p> <p>11 pricing.</p> <p>12 Q. Do you ever play any role in</p> <p>13 establishing an auto substitution price?</p> <p>14 A. I do not.</p> <p>15 Q. C-O-N, what's that?</p> <p>16 A. I have no idea.</p> <p>17 Q. No idea?</p> <p>18 A. No.</p> <p>19 Q. And "Big Chain," any idea what that is?</p> <p>20 A. I would imagine it was large</p> <p>21 warehousing chains.</p> <p>22 Q. But it would strictly be imagination?</p>	<p style="text-align: right;">128</p> <p>1 MR. ESCOBAR: Okay.</p> <p>2 THE WITNESS: Mm-hmm. Yes.</p> <p>3 BY MR. MULLIN:</p> <p>4 Q. What, if any, role did you play in</p> <p>5 connection with establishing those prices?</p> <p>6 A. I don't believe I had any role.</p> <p>7 Q. Do you believe you attended this</p> <p>8 meeting?</p> <p>9 A. I don't know for sure, although my</p> <p>10 name's on there, which leads me to believe I</p> <p>11 possibly did.</p> <p>12 Q. Is it your recollection that in the</p> <p>13 summer of '99, you didn't play any role in the</p> <p>14 establishment of prices at Mylan for a Clozapine</p> <p>15 launch?</p> <p>16 MR. ESCOBAR: Objection to the form.</p> <p>17 A. I don't recall having any involvement</p> <p>18 or making recommendations for product pricing on</p> <p>19 this product, no.</p> <p>20 Q. If you look up at the top of page one,</p> <p>21 there's a caption that says, "New Product Pricing</p> <p>22 Decisions," and then underneath that it says</p>
<p style="text-align: right;">127</p> <p>1 You wouldn't have any information or</p> <p>2 basis as to what that was?</p> <p>3 MR. ESCOBAR: Objection to the form.</p> <p>4 A. I was not involved in the pricing and</p> <p>5 contract decisions and setting these prices.</p> <p>6 Therefore, I'm only -- can only speculate what</p> <p>7 "Big Chain" means.</p> <p>8 Q. The second grid says "Meeting</p> <p>9 Discussion."</p> <p>10 Do you see that?</p> <p>11 A. Yes.</p> <p>12 Q. And if you compare the AWP column for</p> <p>13 the 25 milligram strength, do you see that the</p> <p>14 AWP in the second grid, the lower grid, is a</p> <p>15 nickel more than in the upper grid?</p> <p>16 A. Yes.</p> <p>17 Q. And that the price for the 100</p> <p>18 milligram tablets is approximately \$48.00 more,</p> <p>19 or something in that order of magnitude?</p> <p>20 MR. ESCOBAR: Are you talking about the</p> <p>21 AWP column?</p> <p>22 MR. MULLIN: Yes.</p>	<p style="text-align: right;">129</p> <p>1 "Unapproved."</p> <p>2 Do you see that?</p> <p>3 A. I do not. Oh, here? I do see that,</p> <p>4 yeah.</p> <p>5 Q. In the summer of 1999, who had</p> <p>6 authority to approve prices for Mylan for a new</p> <p>7 product launch?</p> <p>8 A. I don't know.</p> <p>9 Q. If you would, sir, would you turn to</p> <p>10 page two of Exhibit Krinke 003.</p> <p>11 I think you said you recognized this</p> <p>12 New Product Launch announcement; is that right?</p> <p>13 A. Yes.</p> <p>14 Q. What role, if any, would you typically</p> <p>15 play in this process?</p> <p>16 MR. ESCOBAR: Objection to the form.</p> <p>17 A. New product announcements are generally</p> <p>18 written by someone, other than myself, and my</p> <p>19 name is attached at the bottom as the -- due to</p> <p>20 my pharmacist degree title or my title.</p> <p>21 Q. What unit, department or person would</p> <p>22 typically prepare the New Product Announcement?</p>

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<p style="text-align: right;">146</p> <p>1 MR. ESCOBAR: Objection to the form, 2 and that's the same question you asked about four 3 questions ago. 4 A. That's the only two reasons I can think 5 of. 6 Q. During the relevant time period, did 7 Mylan ever change its WAC prices? 8 MR. ESCOBAR: Objection to the form. 9 A. I don't know. 10 Q. You reported WACs to First Databank; 11 right? 12 A. On a new product launch. 13 Q. Did you also report changes after 14 launch? 15 A. I did not. 16 Q. In general, you didn't have that 17 responsibility? 18 A. That's correct. 19 Q. And who did have that responsibility? 20 A. The pricing and contracts department. 21 Q. To the best of your knowledge, were 22 there occasions when Mylan changed its WAC after</p>	<p style="text-align: right;">148</p> <p>1 A. Yes. 2 Q. At any time between '92 and today, has 3 there ever been a time when there were periodic 4 meetings of the staff in sales and marketing? 5 MR. ESCOBAR: Objection to the form. 6 A. Yes. 7 Q. With what frequency? 8 A. Infrequently. 9 Q. Was there ever a regular Monday morning 10 meeting or Wednesday morning meeting, a 11 particular day of the week when the VP would have 12 the staff in? 13 A. To -- for what reason? 14 Q. For a periodic meeting, go over what's 15 happening, people report on things that are going 16 on, coordinating the activities of the 17 department. 18 A. Well, depending on who the VP was at 19 the time, some would have more frequent meetings 20 than others. 21 Q. Who liked to have meetings? 22 MR. ESCOBAR: Objection to the form.</p>
<p style="text-align: right;">147</p> <p>1 launch? 2 A. I would have no way of knowing. 3 Q. Sure you would. Maybe you talked to 4 the head of pricing and contracts and said, "Hey, 5 today we're sending in some new prices to First 6 Databank." 7 MR. ESCOBAR: Objection to the form. 8 Argumentative. He's answered the question. 9 A. I would have no way of knowing if they 10 were changing, when or why. 11 Q. You have no information as to when or 12 why, any reason, circumstances that would cause 13 Mylan to change reported WACs? 14 MR. ESCOBAR: Objection to the form and 15 asked and answered. 16 A. I don't know why Mylan would change 17 their WACs, when they would change their WACs, or 18 what have you. I was not involved in the 19 decision process to do that. 20 Q. I guess you've been in the sales 21 department -- sales and marketing department at 22 Mylan since '92; right?</p>	<p style="text-align: right;">149</p> <p>1 A. Everybody had meetings. 2 Q. Did any of them have a periodic regular 3 meeting? A set time? 4 MR. ESCOBAR: Objection to the form. 5 A. The one specific example I can think of 6 would be Bob Kinard holding staff meetings on a 7 fairly frequent basis. 8 Q. When you say "fairly frequent," give me 9 some idea. 10 Is that weekly? 11 A. Anywhere from weekly to monthly. 12 Q. And who typically would attend Kinard's 13 staff meetings? 14 A. Everybody that was a direct report to 15 him. 16 Q. And in the course of any meetings of 17 the staff, did you become aware of any reasons 18 why Mylan was changing WAC prices? 19 MR. ESCOBAR: Objection to the form. 20 A. No. 21 Q. During the relevant time period, '98 to 22 2003, who had authority at Mylan to set contract</p>

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<p style="text-align: right;">190</p> <p>1 A. Not specifically to Massachusetts. 2 Q. Over the relevant time period '98 to 3 2003, what percentage of Mylan's sales were 4 reimbursed by the Medicaid program? 5 A. I would not know that. 6 Q. Do you have any information in that 7 regard? 8 MR. ESCOBAR: Objection to the form. 9 A. No. 10 Q. Are you aware of anyone at Mylan ever 11 trying to track that, calculate that, figure that 12 out? 13 MR. ESCOBAR: Same -- objection to the 14 form. 15 A. In order to pay the appropriate 16 Medicaid rebates, someone would have to track 17 that information, I believe. 18 Q. They'd figure out -- I guess they get 19 utilization information from the states; is that 20 right? 21 MR. ESCOBAR: Objection to the form. 22 Q. Let me back up.</p>	<p style="text-align: right;">192</p> <p>1 BY MR. MULLIN: 2 Q. Do you understand the question? 3 A. No, I don't. 4 Q. You know that Medicaid reimburses 5 pharmacies for Mylan Pharmaceuticals, along with 6 other drugs; right? 7 A. They reimburse pharmacists for 8 prescriptions filled with a myriad of 9 manufacturers. 10 Q. Including Mylan. 11 A. Including Mylan. 12 Q. Yes. 13 Of Mylan's total sales, to the best of 14 your information, what percentage of Mylan's 15 total sales are ultimately reimbursed by the 16 Medicaid program? 17 MR. ESCOBAR: Same objection. There is 18 no reimbursement of Mylan sales, so I don't 19 understand the question. 20 Q. I'd ask you to answer. 21 A. I'm confused on the question. 22 Q. All right.</p>
<p style="text-align: right;">191</p> <p>1 To the best of your knowledge, who at 2 the company has been responsible for Average 3 Manufacturer's Price and the Medicaid rebates 4 that Mylan has to pay to the various states? 5 A. In the relevant time frame? 6 Q. Yes. 7 A. I don't know who did it in those days. 8 Q. Who does it now? 9 A. Today, it's a gentleman named Jim 10 Abrams. 11 Q. Okay. 12 Do you have -- what's your best 13 information as to what percentage of Mylan's 14 sales have been reimbursed by the Medicaid 15 program? 16 MR. ESCOBAR: Objection to the form. 17 I'm not sure I understand your question when you 18 say -- I mean, there is no reimbursement to 19 Mylan. 20 MR. MULLIN: I understand that. 21 MR. ESCOBAR: There's no reimbursement 22 of Mylan's sales, so what does that mean?</p>	<p style="text-align: right;">193</p> <p>1 Medicaid reimburses pharmacists for 2 filling prescriptions; correct? 3 A. Yes. 4 Q. Mylan sells pharmaceuticals to 5 pharmacies and wholesalers; correct? 6 MR. ESCOBAR: Objection to the form. 7 A. Yes -- can I just correct? Not 8 directly to pharmacies. 9 Q. You sell to some pharmacies directly, 10 don't you? 11 MR. ESCOBAR: Objection to the form. 12 A. We sell to chain warehousing 13 pharmacies. 14 Q. Okay. 15 And of your total sales -- of Mylan's 16 total sales, what percentage of those sales is 17 the prescription for which those drugs are put 18 reimbursed by Medicaid? 19 MR. ESCOBAR: Objection to the form. 20 A. I have no idea. 21 Q. Do you have any idea whether it's two 22 percent, 10 percent, 20 percent?</p>

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<p style="text-align: right;">194</p> <p>1 A. I do not.</p> <p>2 Q. Do you know of anybody at Mylan that</p> <p>3 tries to track reimbursement and what are the</p> <p>4 sources of reimbursement to pharmacists for Mylan</p> <p>5 Pharmaceuticals?</p> <p>6 MR. ESCOBAR: Objection to the form.</p> <p>7 A. No.</p> <p>8 Q. Are you familiar with something known</p> <p>9 as the Federal Upper Limit?</p> <p>10 A. Yes.</p> <p>11 Q. What's that?</p> <p>12 A. Federal Upper Limit is a price</p> <p>13 established by, in the relevant time frame, HCFA,</p> <p>14 and that is the amount per tablet or capsule or</p> <p>15 unit or what have you that they will reimburse a</p> <p>16 pharmacist.</p> <p>17 Q. It sets a maximum price, an upper-limit</p> <p>18 price?</p> <p>19 MR. ESCOBAR: Objection to the form.</p> <p>20 A. A Federal Upper Limit, yes.</p> <p>21 Q. Okay.</p> <p>22 And what is your understanding as to</p>	<p style="text-align: right;">196</p> <p>1 or not it was limiting reimbursement for Mylan's</p> <p>2 products?</p> <p>3 MR. ESCOBAR: Objection to the form.</p> <p>4 A. I don't see how Federal Upper Limit</p> <p>5 could limit the reimbursement of Mylan's</p> <p>6 products.</p> <p>7 Q. Well, if the Federal Upper Limit was</p> <p>8 set at a level that was resulting in a level of</p> <p>9 reimbursement that made the drug unattractive to</p> <p>10 pharmacies, that might influence Mylan's sales?</p> <p>11 MR. ESCOBAR: Objection to the form.</p> <p>12 A. Ask me the question again, please.</p> <p>13 Q. Did you ever have occasion to discuss</p> <p>14 Federal Upper Limits with anyone at Mylan and</p> <p>15 their impact on Mylan's sales of its</p> <p>16 pharmaceuticals?</p> <p>17 MR. ESCOBAR: Objection to the form.</p> <p>18 Calls for speculation. Assumes facts not in</p> <p>19 evidence.</p> <p>20 A. Mylan's sales? I can't think of an</p> <p>21 occasion.</p> <p>22 Q. Let me switch the topic for a moment</p>
<p style="text-align: right;">195</p> <p>1 how the Federal Upper Limit was calculated during</p> <p>2 the relevant time period?</p> <p>3 MR. ESCOBAR: Objection to the form.</p> <p>4 A. It was a formula based on a review of</p> <p>5 what they called the Compendia that required at</p> <p>6 least three products, brand or generic, and the</p> <p>7 Federal Upper Limit was established as 150</p> <p>8 percent of the lowest published Compendia price.</p> <p>9 Q. And is it only AWP's, or is it AWP's and</p> <p>10 WAC's were considered in deciding which numbers to</p> <p>11 use?</p> <p>12 MR. ESCOBAR: Objection to the form.</p> <p>13 Calls for speculation.</p> <p>14 A. It was whatever the lowest published</p> <p>15 price was in the Compendia.</p> <p>16 Q. And you became familiar with the</p> <p>17 Federal Upper Limit in the course of your duties</p> <p>18 and responsibilities at Mylan?</p> <p>19 A. I was aware of it during my tenure at</p> <p>20 Mylan.</p> <p>21 Q. Did you ever have occasion to discuss</p> <p>22 the Federal Upper Limit with anyone as to whether</p>	<p style="text-align: right;">197</p> <p>1 and come back to Federal Upper Limits later.</p> <p>2 To your knowledge, has Mylan ever</p> <p>3 provided spreadsheets or templates to its sales</p> <p>4 force for the comparison of reimbursement under</p> <p>5 the Medicaid program for Mylan Pharmaceuticals</p> <p>6 and other competing pharmaceuticals?</p> <p>7 MR. ESCOBAR: Objection to the form.</p> <p>8 A. Not that I'm aware of.</p> <p>9 Q. Has -- to your knowledge, has Mylan</p> <p>10 ever created any templates to compare the</p> <p>11 reimbursement between Mylan's pharmaceuticals and</p> <p>12 other drugs under the Medicaid program?</p> <p>13 MR. ESCOBAR: Objection to the form.</p> <p>14 A. I have -- yes. I have seen a template.</p> <p>15 Q. Would you describe it for me?</p> <p>16 A. It was what you just mentioned, a</p> <p>17 comparison.</p> <p>18 Q. Comparison of what?</p> <p>19 A. Comparison of Mylan against competitors</p> <p>20 and brand products.</p> <p>21 Q. Where did you see it?</p> <p>22 A. At Mylan.</p>

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<p style="text-align: right;">214</p> <p>1 corner, or at least Mylan, end in 85 through 87. 2 They also have Mylan California numbers, Mylan 3 111 through 113. 4 BY MR. MULLIN: 5 Q. The question would be whether you've 6 ever seen this document before. 7 A. I believe I've seen this document 8 before. 9 Q. On how many occasions? 10 A. One, that I recall. 11 Q. When was that? 12 A. In the last two weeks. 13 Q. Where were you when you saw it? 14 A. With Mylan counsel. 15 Q. Where was that? 16 A. At Mylan. 17 Q. Whereabouts at Mylan? 18 A particular conference room, a 19 particular location? 20 MR. ESCOBAR: What are the -- what 21 bearing does that have on anything? 22 MR. MULLIN: I'm testing his</p>	<p style="text-align: right;">216</p> <p>1 Do you see that? 2 A. Yes. 3 Q. Are you familiar with the Mass Medicaid 4 reimbursement protocol for pharmaceuticals? 5 MR. ESCOBAR: Objection to the form. 6 A. Not specifically, but I don't know the 7 exact formula, if that's what you're asking me. 8 Q. Are you aware that Massachusetts is a 9 WAC state? 10 A. Yes. 11 MR. ESCOBAR: Objection. Objection to 12 the form. 13 Q. And if you look in column four, it 14 indicates that brand reimbursement is based on 15 AWP minus 10 for Massachusetts? 16 MR. ESCOBAR: Objection to the form. 17 A. I don't see that, no. 18 Q. Do you see the, "Brand Reimbursement 19 Criteria"? 20 A. Yes. 21 Q. And you see a line that says, 22 "Reimbursement, WAC plus"?</p>
<p style="text-align: right;">215</p> <p>1 recollection. 2 A. In the building on Chestnut Ridge Road, 3 Fourth Floor. 4 Q. Who was present at the time? 5 A. The two attorneys that are with me 6 today. 7 Q. And only those two? 8 A. Yes. 9 Q. What role, if any, did you play in the 10 creation of this document? 11 MR. ESCOBAR: Objection to the form. 12 A. I don't believe I had any role in the 13 creation of these document. 14 Q. To whom was this document distributed 15 at Mylan? 16 MR. ESCOBAR: Objection to the form. 17 Assumes facts not in evidence. 18 A. I'm not aware of anyone that received 19 this document. 20 Q. If you would, would you turn to the 21 second page of Exhibit Krinke 006, and I think 22 the fourth column is labeled "Massachusetts."</p>	<p style="text-align: right;">217</p> <p>1 A. Yes. 2 Q. And under "Massachusetts," it's "WAC 3 plus 10 percent"? 4 A. Yes. 5 Q. Okay. 6 And is that consistent with your 7 understanding of Mass Medicaid's reimbursement 8 for pharmaceuticals? 9 MR. ESCOBAR: Objection to the form of 10 the question. 11 A. I'm not familiar with that formula for 12 a brand product in Massachusetts, no. 13 Q. Did you have occasion to discuss this 14 comparison worksheet with Jason Harper? 15 A. I don't recall discussing this 16 worksheet with Jason Harper. 17 Q. If you wanted to find this document on 18 the electronic files of Mylan Pharmaceuticals, 19 what would you do? 20 MR. ESCOBAR: Objection to the form. 21 A. I would have no way of knowing how to 22 get -- find this document, other than asking for</p>

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61 (Pages 238 to 241)

<p style="text-align: right;">238</p> <p>1 good idea.</p> <p>2 BY MR. MULLIN:</p> <p>3 Q. It is a pretty good idea to try and</p> <p>4 sell stuff, isn't it?</p> <p>5 MR. ESCOBAR: Objection to the form of</p> <p>6 the question, and you're arguing with the witness</p> <p>7 now.</p> <p>8 A. There's no way of knowing who or at</p> <p>9 what level might have put this information</p> <p>10 together or how much knowledge -- how</p> <p>11 knowledgeable they might have been in suggesting</p> <p>12 that.</p> <p>13 Q. Would you agree with me that a</p> <p>14 manufacturer trying to see pharmaceuticals to</p> <p>15 pharmacies, that maximizing the pharmacies'</p> <p>16 profitability on the product is a good way to try</p> <p>17 and sell the product?</p> <p>18 MR. ESCOBAR: Objection to the form.</p> <p>19 A. That's not Mylan's focus of selling</p> <p>20 products to our customers. As I mentioned, we</p> <p>21 don't know what kind of contracts they sign with</p> <p>22 third-party payers, so we just try to sell them</p>	<p style="text-align: right;">240</p> <p>1 Q. And you're aware that many third-party</p> <p>2 payers reimburse on the basis of AWP?</p> <p>3 MR. ESCOBAR: Objection to the form.</p> <p>4 We've gone through this this morning and you're</p> <p>5 mischaracterizing what are a myriad of different</p> <p>6 kinds of plans and methodologies.</p> <p>7 Q. You may answer, sir.</p> <p>8 A. There are a myriad of plans and</p> <p>9 reimbursing in various fashions.</p> <p>10 Q. And many of them are based on AWP?</p> <p>11 MR. ESCOBAR: Objection to the form of</p> <p>12 the question, and you're characterizing it.</p> <p>13 A. I would not say many, because I don't</p> <p>14 know how many.</p> <p>15 Q. Are you aware that some reimburse on</p> <p>16 the basis of AWP?</p> <p>17 A. Yes.</p> <p>18 Q. Okay.</p> <p>19 And to the extent that the company has</p> <p>20 a higher AWP, then the reimbursement to the</p> <p>21 pharmacy will be greater for any given price that</p> <p>22 the company sells at; correct?</p>
<p style="text-align: right;">239</p> <p>1 the product at the price that they can live with</p> <p>2 and that we are happy with, and what happens</p> <p>3 after that is their responsibility.</p> <p>4 Q. Mylan sells some product directly to</p> <p>5 pharmacies; correct?</p> <p>6 MR. ESCOBAR: Objection to the form.</p> <p>7 A. Pharmacies? Specifically to a</p> <p>8 pharmacy?</p> <p>9 Q. Pharmacies, yes.</p> <p>10 A. No.</p> <p>11 Q. You sell to chain drug stores?</p> <p>12 A. We sell the chain warehouses, not the</p> <p>13 individual chain drug stores.</p> <p>14 Q. You -- you -- you sell to the company</p> <p>15 that owns the chain drug stores --</p> <p>16 A. Yes.</p> <p>17 Q. -- right?</p> <p>18 MR. ESCOBAR: Objection to the form of</p> <p>19 the question.</p> <p>20 Q. You also negotiate prices with non-</p> <p>21 warehousing chains?</p> <p>22 A. Contract prices, yes.</p>	<p style="text-align: right;">241</p> <p>1 MR. ESCOBAR: Objection to the form of</p> <p>2 the question, and that is precisely the exact</p> <p>3 same question you asked several times this</p> <p>4 morning, and I don't think it's fair for you to</p> <p>5 keep going back to the same thing. If you have</p> <p>6 new questions for the witness, let's go to those.</p> <p>7 Q. You may answer, sir.</p> <p>8 A. Again, I need the question again,</p> <p>9 please.</p> <p>10 Q. You're aware that some third-party</p> <p>11 payers reimburse on the basis of AWP; right?</p> <p>12 A. Yes.</p> <p>13 MR. ESCOBAR: Objection. Asked and --</p> <p>14 Q. You're aware that --</p> <p>15 COURT REPORTER: Wait. I'm sorry?</p> <p>16 MR. ESCOBAR: Objection. Asked and</p> <p>17 answered.</p> <p>18 BY MR. MULLIN:</p> <p>19 Q. You're aware that Mylan sells its</p> <p>20 product at contract prices.</p> <p>21 MR. ESCOBAR: Objection to --</p> <p>22 Q. Right?</p>